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Attorneys for Plaintiff
WELLSPRING ADVISERS PC

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**WELLSPRING ADVISERS P.C.,
California Corporation**

a | Case No.:

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff | **CONTRACT**

VS.

FEMTECH HEALTH INC., a Texas
Corporation

Defendant

COMPLAINT

Wellspring Advisers P.C. (“Plaintiff”) by and through its undersigned counsel, pursuant to the Federal Rules of Civil Procedure, files this Complaint, and, in support thereof, states:

STATEMENT OF PARTIES

1. Plaintiff is a corporation organized under the laws of California and maintains its principal place of business in Alameda, California. Plaintiff is a law firm.

2. FemTech Health Inc (“Defendant”) is a corporation organized under the laws of the State of Texas and maintains its principal place of business in Harrison County State of Texas.

JURISDICTION

3. Federal diversity jurisdiction exists pursuant to 28 U.S.C. § 1332. Plaintiff is a company organized under the laws of the State of California with its principal place of business in Alameda, California. Defendant is a company organized under the laws of the State of Texas with its principal place of business in Texas. The amount in controversy, exclusive of interest and costs, exceeds the sum or value of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00).

4. Venue in the District of California, Northern Division is proper pursuant to 28 U.S.C. §1391 because a substantial part of the events or omissions on which the claims are based occurred in the District of California, Northern Division.

GENERAL ALLEGATIONS

5. On February 8, 2022, Plaintiff and Defendant entered into a written retainer agreement wherein Defendant agreed to pay Plaintiff \$253 per hour for legal services that Plaintiff will provide Defendant.

6. Plaintiff commenced providing legal services to Defendant.

7. Defendant was provided with monthly invoices for all the hours Plaintiff spent providing Defendant with legal services.

8. Defendant refused and continues to refuse to compensate Plaintiff for legal services provided.

CLAIM FOR RELIEF

CLAIM ONE

(Breach of Contract)

9. Plaintiff incorporates by reference all the allegations contained in paragraphs 1 through 8, inclusive.

10. Plaintiff entered into a written agreement with Defendant to provide Defendant legal services.

11. Plaintiff performed under the agreement.

12. Defendant breached the agreement with Plaintiff by refusing to compensate Plaintiff for the legal services provided.

13. As a result of Defendant's breach, Plaintiff has and continues to suffer damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

- a. An award of damages;
- b. Interest and costs;
- c. Attorney's fees pursuant to the retainer agreement
- d. Such further relief as this Court may deem just and equitable.

Dated: November 16, 2022

LAW OFFICES OF RAYMOND R. MILLER

Raymond R. Will

By: _____

RAYMOND R. MILLER
Attorneys for Plaintiff
WELLSPRING ADVISERS PC